

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

VIACOM INTERNATIONAL INC., COMEDY)
PARTNERS, COUNTRY MUSIC)
TELEVISION, INC., PARAMOUNT)
PICTURES CORPORATION, and BLACK)
ENTERTAINMENT TELEVISION LLC,)
Plaintiffs,)

vs.) Case No. 1:07CV02103

YOUTUBE, INC., YOUTUBE, LLC,)
and GOOGLE, INC.,)
Defendants.)

THE FOOTBALL ASSOCIATION PREMIER)
LEAGUE LIMITED, BOURNE CO., et al.,)
on behalf of themselves and all)
others similarly situated,)

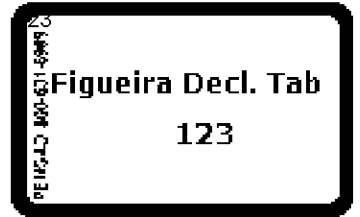
Plaintiffs,)
vs.) Case No. 07CV3582

YOUTUBE, INC., YOUTUBE, LLC, and)
GOOGLE, INC.,)
Defendants.)

DEPOSITION OF PATRICK WALKER
SAN FRANCISCO, CALIFORNIA
TUESDAY, JULY 22, 2008

REPORTED BY:

YVONNE FENNELLY, CRP, CSR NO. 5495
JOB NO. 15375



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2 proposed deal terms, and they're set forth on the bottom
3 of the first page.

4 A. Yes.

5 Q. Were those deal terms proposed by YouTube?

6 A. No. These were the terms indicated in the RFP.

7 Q. That you received, meaning YouTube received
8 from the Premier League?

9 A. Correct.

10 Q. And I take it that these deal terms were not
11 agreed to?

12 A. We decided not to make a bid for these rights.

13 Q. Okay.

14 A. Although I did explain to Phil that it didn't
15 match the way in which we were operating, and I did say
16 I'd very much like to work with him on the distribution
17 of the archive content.

18 Q. In what way did they not -- were the proposed
19 terms inconsistent with the way YouTube was operated?

20 A. The way that these rights were being offered
21 put the one who would win that bid in a position where
22 they were responsible for the distribution of that, the
23 sublicensing of that.

24 My position was that, although it was
25 interesting to consider and very much appreciated that

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2 we would have an opportunity to potentially participate,
3 our position had been consistently one where we would
4 work with whoever the end rights holder was, and then
5 once those rights were established, we would work with
6 those parties to assist them in their exploitation of
7 their rights in those geographies. And in fact, as soon
8 as those rights were distributed, we were contacted by a
9 number of licensees who were very interested in working
10 with us on the revenue generation via YouTube.

11 Q. And have you entered into agreements with any
12 of those licensees?

13 A. We have not. The Premier League disallowed
14 them from working with us.

15 Q. Who told you that the Premier League disallowed
16 them from working with you?

17 A. They did.

18 Q. And who is the "they"?

19 A. Two organizations in particular, one Virgin
20 Media, who acquired those rights for the UK, who were
21 actually quite frustrated that they weren't allowed to
22 distribute that content in their geography via YouTube,
23 in addition to their own video platform. Another one
24 was Sport EV, S-p-o-r-t, big E, big V.

25 William Head is the CEO of that company, and he